

**REQUEST FOR GRANT APPLICATION (RGA)  
CULTURAL INTEGRATION  
APPLICATION KIT**

**1. INTRODUCTION**

The Utah Department of Workforce Services, hereafter known as the Department, is inviting you to submit a grant application for TANF Needy Family funded services that provides individualized diversity strategies and initiatives for Utah Employers. Based on a pool of potentially eligible employers, the successful grant candidate will identify 10 Employers that meet funding requirements. Services may include and are not limited to the following:

- Adult vocational literacy, including English language skills for the limited English proficient person
- Employment-related cultural integration to a level that results in adequate comprehension of everyday workplace necessities
- Diversity training and related activities that are clearly linked/integrated to the organization's overall business goals and activities and become part of the company's organizational practice
- Curriculum development
- Eligibility determination
- Employer costs and benefits

Local governments, public or private not for profit organizations, for profit organizations, ecumenical organizations, state offices and agencies, units of local governments, and non profit non governmental agencies are encouraged to apply.

A total of **\$250,000.00** in grant money is available for the period of **February 1, 2003 through February 29, 2004**. Grants will be allocated to fund programs attuned to the varied employment needs of TANF Needy Families from diverse cultures. This may include employees who have literacy challenges in their own language, and English and language comprehension challenges.

The Utah Department of Workforce Services has established a panel of experts who will review the information provided by the applicant entity, score the application, and determine the grantees.

**2. GENERAL INFORMATION**

**A. Submission of Grant Application/Due Date**

Grant Application Kits are available from the Department's regions by contacting:  
Shallen Kimber /Tim Holms, DWS Northern Region, (801) 626-3598  
Jane Gardner, DWS Central Region, (801) 468-0011  
Barbara Darling, DWS Administration, (801) 526-9294

Cammy Thrasher, DWS Mountainland Region, (801) 374-7770

The Utah Department of Workforce Services must receive a signed original and six unbound copies of the complete response to this Request for Grant Applications by 5:00 P.M. on January 3, 2003.

Grant Applications by mail:

Utah Department of Workforce Services  
Gillian Johns-Young  
P.O. Box 45249  
Salt Lake City, UT 84145-0249

Grant Applications by hand or courier

Utah Department of Workforce Services  
Gillian Johns-Young  
140 East 300 South  
Salt Lake City, Utah 84111

Applications that do not meet these requirements will not be reviewed and will be returned to the sender. Faxed or e-mailed applications will not be accepted.

Public Notice of RGA	December 4, 2002
Pre-Proposal Conference	December 10, 2002
Proposal Submission Deadline	January 3, 2003
Grant Application Reading	January 6, 2003
Grand Award	January 13, 2003
Award Effective Date	February 3, 2003

B. **Funding Period**

The performance period for a grant will be February 3, 2003 through February 29, 2004.

C. **Eligibility/Number of Awards**

Local governments, public or private not for profit organizations, for profit organizations, state offices and agencies, ecumenical organizations, units of local governments, and non-profit non-governmental agencies are encouraged to apply. Applications may be submitted by any public or private nonprofit or profit organization, or if appropriate, by an individual.

The grant will have one awardee. If only one grant application is received in response to this RGA, the Department may decide to either make an award or solicit for the purpose of obtaining additional applications.

The Department reserves the right to reject any and all applications or withdraw this offer at any time. Awards will be made to the responsible applicants whose proposal is determined to best meet the objectives of the Department, taking into consideration all factors set forth in this RGA.

Discussion may be held with applicants submitting acceptable applications. The evaluation committee may consider the opportunity to clarify components of the proposed services. Additions or changes to the original bid are not allowed.

The successful grant application will be open to public inspection for a period of 90 days after an award of the grant(s). The entire application will be open unless applicant specifically stamps or writes on each page, trade secrets/proprietary data be protected. This request must accompany the grant application. Be advised that each grant cannot be wholly protected. The agency reserves the right to question any of the designated pages as protected.

D. **Contact Person**

Questions regarding the proposal may be addressed to Gillian Johns-Young, Department of Workforce Services, and 801-526-9418, email [gjohnsyoun@utah.gov](mailto:gjohnsyoun@utah.gov). The Department will e-mail responses to all participants in the application process, or put the responses to this RGA on the Department website at [jobs.utah.gov](http://jobs.utah.gov).

E. **Evaluation of Proposals**

A review panel of individuals shall do the evaluation, at a date and time following the final submission. Evaluations will be done based on the stated evaluation criteria.

3. **SPECIFIC INFORMATION**

A. **Purpose:**

The intent of this grant is to benefit the employees and employers in a culturally diverse workforce.

The results shall be twofold;

- 1.) the vendor will increase adult vocational literacy, including English language skills for the limited English proficient person, and
- 2.) the vendor will increase employment-related cultural assimilation to a level that results in adequate comprehension of everyday workplace necessities, i.e. training, advancement opportunities and safety.

B. **Background:**

Governor Leavitt initiated his 1000-day Economic Plan on February 4, 2002. His vision for economic prosperity in Utah is that quality jobs are available statewide. A responsive workforce development system is a crucial component of this vision.

The Department of Workforce Services plays an active role in the vision for the future of quality workforce development. July 1, 1997, five different agencies were consolidated under one roof to streamline a service delivery system with emphasis on customer service. Utah concentrated on continuous improvement to become the national leader for development of a one-stop system for customers. This accomplishment gained national recognition and supports Utah's Vision:

We will set the national standard of a high-quality workforce  
by being the employment connecting point for  
employers, job seekers and the community.

The Department made a commitment to the unemployed or under-employed, those recently laid off or new job seekers by providing training, assistance in finding the right job or overcoming obstacles to employment. Likewise, DEPARTMENT partnered with employers to provide easy-to-access information about labor market information, allowing them to make smart business decisions or negotiate competitive salaries. Thus, the Mission statement:

The mission of the Utah Department of Workforce Services is to provide  
quality, accessible, and comprehensive employment-related and supportive services  
responsive to the needs of employers, job seekers, and the community.

DEPARTMENT is the connecting point between the employer and employee and has become keenly aware of workforce diversity and the challenges inherent to employers and employees. At the DEPARTMENT State Council meeting, April 2002, private sector employers expressed a concern regarding the growing culturally diverse workforce and the cost that low English proficiency is having on their business. Governor Leavitt acknowledged the problem and launched an initiative to assist Utah companies by commissioning DEPARTMENT to address this issue. Two strategies were assigned to the DEPARTMENT State Council's Cultural Integration Advisory Committee (CIAC):

- 1.) Educate employers about the value of hiring ethnic minority workers and;
- 2.) Coordinate the Governor's English skill building and cultural integration initiative.

Prior to the adoption of CIAC as part of the State Council, interested and compassionate community and government leaders began meeting to formulate ideas on how to assist companies with different cultures in the workplace. Their research revealed that just teaching the English language to a worker was not the answer. While developing better English skills is part of the solution, that alone often proved unsuccessful because cultural integration principles were not taught in the workplace. The Committee formalized the following Mission Statement:

The Mission of CIAC is to assist employers in establishing unity of purpose in the workplace through the unification of a diverse workforce. In order to achieve unification, a workplace must have the following:

- 1) Employees must understand and support visions and goals.
- 2) Employees must feel accountable.
- 3) Employees must feel that their efforts make a difference and contributions are valued.
- 4) Communication must be open and effective.
- 5) There must be opportunities available to all employees for growth and advancement.

Committee members agreed that English/communication enables employees to understand their company's mission, vision and values. When open communication exists between the employer and employee, opportunities increase to support employees in their career development for the mutual benefits of employer/employee. (See Attachment E and F for a model of a successfully integrated company as defined by CIAC.)

During September 18 to October 9, 2002, the Department, in partner with CIAC, conducted a telephonic survey sampling 1,000 Utah employers. One hundred fifty-three completed the survey with valid data. The results showed that a large number of employers have a culturally diverse workforce, were attempting to deal with problems caused by language and cultural differences, and would welcome help by professionals experienced and successful in workplace diversity integration. (See Attachment D, K and J for survey analysis.)

The survey results supported the Governor's vision to increase English proficiency and cultural integration in order to provide Utah's workforce with well-skilled workers and promote a prosperous economy.

The next step for the Department and CIAC is to select a grantee that will create and provide a program that will be successful in moving the participants from one level of English proficiency to a higher level of proficiency. Likewise, the grantee will develop a program, which will bring about measurable successes in cultural integration. It is the intent of this grant that the successful program(s) will be self-generating within each company.

Information about the Department and the State Council is available at [www.jobs.utah.gov/](http://www.jobs.utah.gov/)

#### 4. **SERVICES:**

##### A. **Description**

##### **1) Description of the services the grantee will provide:**

Develop program services for ten (10) pre-selected employers, which will result in measurable improvements in English proficiency and cultural integration. Services include but are not

limited to the following:

- a. Identify TANF eligible employees for each selected company versus the non-eligible TANF employees. It is the intention of the Department to have each selected company qualified with a workforce of at least thirty percent (30%) or more TANF Needy Families eligible employees. (See Attachment L for Income Limits and Attachment M for TANF Eligibility Form 300).
- b. Provide each selected employer with consultant services to identify training and coaching needs specific to English proficiency, adult vocational literacy and employment related cultural integration.
- c. Develop curriculum/services, based upon each employer's identified needs, which will move the participant from one level of competency to a higher level of competency in workforce English proficiency.
- d. Develop curriculum/services, based upon each employer's identified needs, which will move them from one level of cultural integration to a higher level of cultural integration, using the attributes of CIAC model company. (See Attachments E and F.)
- e. Submit curriculum/service program to the Department for approval and monitoring.
- f. Administer testing (pre and post) to all participants in order to establish levels of improvement and learning retention for both English proficiency and cultural integration. The TANF eligible employees must have tests documented for monitoring purposes.
- g. Plan and implement methods to deliver employee/employer training and/or coaching services that enhances employee performance and does not interfere with production quotas.
- h. Negotiate and collect employer costs for non-TANF eligible employees.
- i. Assure that program services are integrated and adopted by employers as part of their employee development practices. Example services could include train the trainer curriculum and mentor programs so that employers can utilize their own employees to continue program services and benefit company success.
- j. Develop methods that measure program service cost effectiveness such as: reduction in lost time due to accidents
  - i. reduction in Workman Compensation claims
  - ii. lower employee absenteeism and turn over rates
  - iii. improved moral and employee communication
  - iv. increased worker productivity
- k. Develop time-lines for program service development and implementation, which will meet the following deadlines:
  - i. Begin working with employers 2/3/03
  - ii. Pre-test for needs assessment completed by 3/3/03. Governor to announce status report by 3/10/03.
  - iii. Administer first progress test by 4/30/03.
  - iv. Governor to announce a victory/progress statement by 5/10/03.
  - v. Monthly progress updates due by 10<sup>th</sup> of each month.

**2. Description of the services the Department will provide:**

- a. Provide the names and contact points of at least ten (10) employers for this pilot project. Employers will be initially screened for TANF Needy Families eligibility requirements

based upon statistically low-income wages.

b. Department will be the primary contact for this grant. CIAC will be allowed to give the Department input to negotiate any changes in the work statement. However, the Department will be ultimately responsible for this grant.

c. The Department will pay the grant on a monthly/quarterly basis. These payments will be made through an approved invoice prior to each month/quarter.

D. **Target Population:**

1. Employers with a culturally diverse workforce experiencing communication challenge and other issues inherent to a culturally diverse workforce.
2. Employees (TANF and non-TANF) with low English proficiency including the following:
  - a. Literacy challenged in their own language and non-proficient in English
  - b. Literacy challenged and non-proficient in English
  - c. Speaking and comprehending conversational English
  - d. All employees participating in cultural integration activities.

E. **Program Evaluation:**

The evaluation section indicates specifically how the applicant will assess and measure the project goal and objective achievements. Describe:

1. Attributes of Culturally Integrated Companies measurement
2. Employer needs assessment and diversity initiative improvement
3. Employee workplace English skill development

This information will be used in making decisions, problem solving, reporting, or developing services for other employer that will continue with the CIAC mission. Each proposal must provide information as requested below regarding your experience in providing both English proficiency and cultural integration processes in organizations.

F. **Minimum Reporting Requirement**

1. Direct Services:  
A service or payment that provides assistance to an individual or family. Examples include: onsite and off site instructions for adult vocation literacy, mentoring of the employer/employee, creating a program/service to assimilate the employer/employees in the culturally diverse workplace.
2. Indirect Services:  
Curriculums, teaching facilities, workbooks etc.
3. Customer Service Survey  
To be negotiated during the term of the contract.

G. **Location**

The Department will administer Grant monies, however, services may be delivered in three regions of the Department, Central, North and Mountainland.

H. **Ownership**

All materials funded by this grant become public domain and cannot be re-sold. Grantee is solely responsible to ensure against violations of any copyright infringement.

I. **Proposal Evaluation Criteria:**

- 30% Degree to which the proposal describes and addresses the holistic intent of the grant:
  - 1.The employee target groups.
  - 2.The employers needs for cultural integration
  - 3.Four (4) components of The Attributes of Culturally Integrated Companies
  - 4.Curriculum and training design, and delivery methods
  - 5.Employer cost and benefit analysis for services.
- 25% Schedules, time lines, progress measurements, and integration strategies.
- 10% Understanding of the problem and scope of work.
- 15% Personnel, including description of positions, qualifications, number, time to be devoted to contract and prior experience with similar programs.
- 5% Compliance with RGA requirements.
- 10% Collaborative efforts with the Department and existing Community Agencies.
- 5% History and experience in providing services to a culturally diverse workforce.

4. **PROPOSAL OUTLINE:**

A **Instructions for Application Narrative:**

Each application must contain a program narrative of no more than ten 10 pages (excluding the Cover Sheet, Budget Sheet, and Project Activities Time Allocation Table Sheets) that describes and justifies the program to be implemented. Include the following sections as part of your application.

1. **Application for Cultural Integration Funds (Cover Sheet - Attachment G)**  
Completed in full and signed by the authorized official.



2) **Statement of the Problem: (One page)**

This section of the application should describe the nature and scope of the problem to be addressed and its impact on the target population or target employers. The problem should be defined by providing available data and other relevant information. The purpose of this section is to develop a clear, concise picture of the problem the applicant will address using the award money. If the problem is the result of several factors, these factors should be described. Briefly describe efforts of your agency or others to assess the problems. Can provide supporting documentation.

3) **Goals and Objectives :(Two pages)**

The project goal is a broad statement of the desired outcome of the project. It addresses the problem statement, and service goals stated in the scope of work. Objectives are more specific statements that describe how the goal(s) will be achieved through the program components.

4) **Project Strategy: (Two pages)**

Describe the project strategies and how the program/services will the employees and the employers to one level of culturally integration with the detailed four attributes.

5) **Program Evaluation (One page)**

The evaluation section indicates specifically how the applicant will assess and measure the project goal and objective achievements. Describe:

- a. Attributes of Culturally Integrated Companies measurement
- b. Employer needs assessment and diversity initiative improvement
- c. Employee workplace English skill development

This information will be used in making decisions, problem solving, reporting, or developing services for other employer that will continue with the CIAC mission. Each proposal must provide information as requested below regarding your experience in providing both English proficiency and cultural integration processes in organizations.

6) **Budget. (One page narrative)**

Complete the attached “Budget Summary” form followed by a narrative describing how funding amounts were determined and how they will benefit the award program.

7) **Program Management Structure/Administration: (One page)**

This section should describe how the project would be structured, organized and managed. It should identify and describe the qualifications and experience of the project director and project staff as they relate to this project, how they will be selected, and their roles and responsibilities. The application should provide an organizational chart of the applicant agency and describe how this project fits into the total organizational structure. Please include a curriculum vitae (resume) for the project director and staff involved in the project. Applicant should indicate location, physical plant, equipment available, etc.

8) **Organizational Capability: (One page)**

The applicant should describe the organizational experience (both programmatic and financial) that qualifies it to manage this project. The organization should specifically describe its previous history of working within cultural integration programs or other related areas or projects as mentioned earlier in this document. The applicant should describe any prior grant experience.

10) **Standard Attachments:**

The proposal must include a signed Attachment B and C, with a copy of the incorporation papers, if applicable, indemnity insurance and property insurance.

**5. BUDGET INFORMATION**

A. **Allowable Costs**

Grantee may use funds for curriculum; equipment and supplies; travel; cultural integration, testing, mentoring or technical assistance; independent contractors; FTE's (full-time employee), there are direct charges. Materials; overhead expenses; and consulting fees, and others are indirect costs. Administrative costs are limited to no more the 15% of grant award. Total project budget should include all the funds to be utilized for the project.

B. **Suspension or Termination of Funding**

The Utah Department of Workforce Services may impose sanctions; terminate funding for; or require reimbursement for the following reasons:

- 1) Failure to make satisfactory progress toward goals or strategies set forth in this application;
- 2) Failure to adhere to award agreement requirements or special condition;
- 3) Proposing substantial plan changes that, if originally submitted, would have resulted in the application not being funded;
- 4) Failure to submit reports;
- 5) Filing a false certification in an application or other report or document; or
- 6) Other good cause shown.

**ATTACHMENT A**  
**INTERAGENCY STANDARD TERMS AND CONDITIONS**

1. **GRANT JURISDICTION:** the laws of the State of Utah shall govern the provisions of this Grant.
2. **RECORDS ADMINISTRATION:** The Grantee shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Grantee for costs authorized by this Grant. These records shall be retained by the Grantee for at least four years after the Grant terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grantee shall maintain books, records, documents and other evidence.
3. **AUDIT OF RECORDS:** The Grantee agrees to allow State and Federal auditors, and DEPARTMENT Staff, access to all the records to this Grant, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
4. **INDEMNITY CLAUSE:** Should both parties to this Grant are governmental entities as defined by the "Utah Governmental Immunity Act", Title 63, Chapter 30 Utah Code Annotated, 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts, which it commits or which are committed, by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
5. **TERMINATION:** Unless otherwise stated, this Grant may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice being given the other party. On termination of this Grant, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
6. **CITING DEPARTMENT IN ADVERTISING:** The Grantee agrees to give credit to the DEPARTMENT OF WORKFORCE SERVICES for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with, Public Information Officer for the DEPARTMENT.
7. **DRUG-FREE WORKPLACE:** The Grantee understands that the DEPARTMENT provides a drug-free workplace in accordance with all federal and state laws and regulations. The Grantee agrees to abide by the DEPARTMENT's drug-free workplace policies while on DEPARTMENT premises.
8. **TERMINATION (FUND-OUT):** The Grantee acknowledges that DEPARTMENT cannot Grant for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and the DEPARTMENT cannot guarantee funding under this Grant since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of

this Grant. Therefore, in the event that the DEPARTMENT fails to receive appropriations then the DEPARTMENT may, by giving at least 60 days advance written notice, terminate this Grant. DEPARTMENT will reimburse Grantee for services performed up through the date of cancellation.

9. **LICENSING AND STANDARD COMPLIANCE:** The Grantee currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for duration of this Grant period. Failure to secure or maintain a license shall support a basis for cancellation of this Grant.
10. **PROTECTION AND USE OF CLIENT RECORDS:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the DEPARTMENT's or the Grantee's responsibilities with respect to services purchased under this agreement is prohibited except upon written consent of the client, his attorney, or his responsible parent or guardian.
11. **CODE OF CONDUCT:** The Grantee agrees to follow and enforce the DEPARTMENT OF WORKFORCE SERVICE's Code of Conduct, Utah Administrative Code, R982-601-101 et seq. The Grantee assures that each employee or volunteer receives a copy of Code of Conduct. A signed statement to this effect must be in employee's/volunteer's file. The Grantee agrees to prominently display a poster regarding Code of Conduct provided by the DEPARTMENT.
12. **ADMINISTRATIVE EXPENDITURES:** Total administrative expenditures may not exceed program limits established by State or Federal Regulations without prior written approval from DEPARTMENT OF WORKFORCE SERVICE's Executive Director.
13. **SEPARABILITY CLAUSE:** A declaration by any court, or other binding legal source, that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provisions of this agreement, unless said provisions are mutually dependent.
  - a. **EQUAL OPPORTUNITY CLAUSE:** Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;  
Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;  
  
Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;  
  
The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

[Rev. 8/02]

## **ATTACHMENT B** **CODE OF CONDUCT**

The Contractor/Grantee agrees that it shall adhere to the following Code of Conduct when providing services and shall require all others authorized through or engaged by the Contractor/Grantee to perform services to follow the same Code of Conduct. The Provider Code of Conduct is in addition to all other contract requirements, policies, rules and regulations governing delivery of services to clients. The purpose of the code is to protect vulnerable clients from abuse, neglect, maltreatment and exploitation. The Code of Conduct clarifies the expectation of conduct for providers of contracted, licensed and certified programs and their employees, which includes administrative staff, non direct care staff, direct care staff, support services staff and any others when interacting with clients. Nothing in this Code shall be interpreted to mean that clients should not be held accountable for misbehavior or inappropriate behavior on their part, or that providers are restricted from instituting suitable consequences for such behavior. As used in this clause "Contractor/Grantee" shall include, the Contractor/Grantee, its employees, officers, agents, representative or those contracted through the Contractor/Grantee to perform services authorized by the contract.

Contractor/Grantee, its agents or representatives authorized through it shall not abuse, sexually abuse or sexually exploit, neglect, exploit or maltreat; any client. Furthermore, no person shall cause physical injury to any client. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to supervisory personnel.

The Contractor/Grantee shall not by acting, failing to act, encouragement to engage in, or failure to deter from will cause any client to be subject to abuse, sexual abuse or sexual exploitation, neglect, exploitation, or maltreatment. The Contractor/Grantee shall not engage any client as an observer or participant in sexual acts. The Contractor/Grantee shall not make clearly improper use of a client or their resources for profit or advantage.

Contractor/Grantee understands and acknowledges that failure to comply with this Code of Conduct may result in corrective action, probation, suspension, and/or termination of contract, license or certification.

Clients protected by this clause shall include any person under the age of 18 years; and any person 18 years of age or older who is impaired because of mental illness, mental deficiency, physical illness or disability, use of drugs, intoxication, or other cause, to the extent that he is unable to care for his own personal safety, health or medical care; and is a participant in, or a recipient of a program or service contracted with, or licensed or certified by the Department of Workforce Services.

Abuse shall include the following, but is not limited to:

1. Harm or threatened harm, meaning damage or threatened damage to the physical or emotional health and welfare of a client.
2. Unlawful confinement.
3. Deprivation of life-sustaining treatment.
4. Physical injury including, but not limited to, any contusion of the skin, laceration, malnutrition,

burn, fracture of any bone, subdural hematoma, injury to any internal organ, any injury causing bleeding, or any physical condition which imperils a client's health or welfare.

5. Any type of physical hitting or corporal punishment inflicted in any manner upon the body.

Sexual abuse and sexual exploitation will include, but not be limited to:

1. Engaging in sexual intercourse with any client.
2. Touching the anus or any part of the genitals or otherwise taking indecent liberties with a client, or causing an individual to take indecent liberties with a client, with the intent to arouse or gratify the sexual desire of any person.
3. Employing, using, persuading, inducing, enticing, or coercing a client to pose in the nude.
4. Employing, using, persuading, inducing, enticing or coercing a client to engage in any sexual or simulated sexual conduct for the purpose of photographing, filming, recording, or displaying in any way the sexual or simulated sexual conduct. This includes displaying, distributing, possessing for the purpose of distribution, or selling material depicting nudity, or engaging in sexual or simulated sexual conduct with a client.
5. Committing or attempting to commit acts of sodomy or molestation with a client.
6. This definition is not to include therapeutic processes used in the treatment of sexual deviancy or dysfunction which have been outlined in the clients treatment plan and is in accordance with written agency policy.

Neglect may include but is not limited to:

1. Denial of sufficient nutrition.
2. Denial of sufficient sleep.
3. Denial of sufficient clothing, or bedding.
4. Failure to provide adequate supervision; including impairment of employee resulting in inadequate supervision. Impairment of an employee may include but is not limited to use of alcohol and drugs, illness, sleeping.
5. Failure to arrange for medical care and/or medical treatment as prescribed or instructed by a physician when not contraindicated by agency after consultation with agency physician.
6. Denial of sufficient shelter, except in accordance with the written agency policy.

Exploitation will include, but is not limited to:

1. Utilizing the labor of a client without giving just or equivalent return except as part of a written agency policy which is in accordance with reasonable therapeutic interventions and goals.
2. Using property belonging to clients.
3. Acceptance of gifts as a condition of receipt of program services.

Maltreatment will include, but is not limited to:

1. Physical exercises, such as running laps or performing pushups, except in accordance with an individual's service plan and written agency policy.
2. Chemical, mechanical or physical restraints except when authorized by individual's service plan and administered by appropriate personnel or when threat of injury to the client or other person exists.

3. Assignment of unduly physically strenuous or harsh work.
4. Requiring or forcing the individual to take an uncomfortable position, such as squatting or bending, or requiring or forcing the individual to repeat physical movements when used solely as a means of punishment.
6. Group punishments for misbehavior of individuals except in accordance with the written agency policy.
7. 6. Verbal abuse by agency personnel: engaging in language whose intent or result is demeaning to the client except in accordance with written agency policy which is in accordance with reasonable therapeutic interventions and goals.
7. Denial of any essential program service solely for disciplinary purposes except in accordance with written agency policy.
8. Denial of visiting or communication privileges with family or significant others solely or disciplinary purposes except in accordance with written agency policy.
9. Requiring the individual to remain silent for long periods of time solely for the purpose of punishment.
10. Extensive withholding of emotional response or stimulation.
11. Exclusion of a client from entry to the residence except in accordance with the written agency policy.

Contractor/Grantee agrees to document and report abuse, sexual abuse and sexual exploitation, neglect, maltreatment and exploitation as outlined in this Code and cooperate fully in any resulting investigation. Contacting/granting the local Regional Office within 24 hours on the first available workday may make reports. All injury to clients (explained or unexplained) shall be documented in writing and immediately reported to the Department of Workforce Services. Contractor/Grantee shall prominently display a poster, provided by the Department, notifying Contractor/Grantee employees of their responsibilities to report violations and giving appropriate phone numbers.

[Rev.3/99]

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**Grantee**

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**Date**



**DEPARTMENT OF WORKFORCE SERVICES  
DISCLOSURE OF INFORMATION  
ATTACHMENT C**

The CONTRACTOR/GRANTEE will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure:

1. The information shall be used only to the extent necessary to assist in the purposes identified within this contract and shall not be re-disclosed for any purpose not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format, such as magnetic tapes or discs shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The CONTRACTOR/GRANTEE shall instruct all authorized personnel regarding the private nature of the information and that State and Federal law provides sanctions for the unauthorized disclosure.
6. The CONTRACTOR/GRANTEE shall permit the Utah DEPARTMENT, the United States Department of Labor, Department of Health and Human Service (and other authorized federal officials) to make on-site inspections to insure that the requirements of this contract, State laws, and federal statutes and regulations are being met.

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Grantee

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Date

**ATTACHMENT D**  
**Impacts of Cultural and English Proficiency Issues in the Workforce**  
**Results of a Statewide Survey of Utah Employers**  
October 2002

*Developed by the Cultural Integration Advisory Council and  
Conducted by the Department of Workforce Services*

A telephonic survey was conducted of over 1000 randomly selected Utah employers asking questions concerning the impacts of cultural and language issues caused by or associated with our increasingly diverse workforce.

Executive Summary: There are a large number and percentage of Utah employers that have a culturally diverse workforce, and it is much larger than generally recognized. Many employers are already attempting to deal with problems caused by that diversity in different ways and with different degrees of effectiveness, but most employers would also welcome effective programs that could help them solve the business problems caused by cultural diversity.

The following is a summary of the survey's findings.

- Almost 40% of the employers contacted have employees for which English is not their primary language. Of them, 20% have between  $\frac{1}{4}$  and  $\frac{3}{4}$  of their workforce comprised of non-native English speaking employees.
- Over 30% of the employers with non-English speaking employees had more than one non-English language spoken in their workplace. One-eighth of them reported 3 or more languages in their workforce.
- The most significant business impacts from this ethnic diversity were problems associated with technical capability (62%), training (57%), the safety of employees (48%), the ability to advance employees (45%), and customer service difficulties (45%). The survey also found that the surveyed employers reported that ethnic diversity was of less or negligible impact in the areas of turnover, attendance, and benefits.
- Of the many solutions these employers attempted, the following trends were noted. English instruction onsite was somewhat more effective than if it were provided offsite. Workforce pooling of different ethnic groups into teams and using consultants were also among the more effective solutions; however, mandating English-only, hiring only one ethnic group, or preferential hiring of English speakers were only minimally effective at solving the diversity impacts.
- Almost half of the companies contacted had done nothing to build cultural awareness or appreciation in their diverse workforces.
- Workforce segregation by ethnic groups was noted in 27% of the employers.
- It was also reported that if a successful cultural integration process were available to employers, 63% would probably take advantage of it. Almost 40% of the companies said that they would very likely or definitely take advantage of such a program.

**Survey Information:**

- Employers of all sizes were selected in the random mix, but as expected the largest segment was employers that had less than 100 employees (85%). Employers in all business segments

and all areas of the state were also represented in the survey; the largest segments represented Manufacturing and "Other Services."

**ATTACHMENT E**  
**Attributes of Culturally Integrated Companies**  
*A Successful Company Model*  
CIAC - 2002

**Attribute #1: The Management-led Company Culture is Open to Ethnicity:**

Successful Characteristics:

- A complete openness to display ethnic culture exists.
- A complete openness to speaking native languages assured.
- Programs exist for increasing workforce knowledge and appreciation of all ethnic cultures and ethnic differences.
- Job applicant solicitation and hiring decisions are based primarily on job skills and job-related competencies, not ethnicity or language.

**Attribute #2: All Individuals are Valued:**

Successful Characteristics:

- Each employee is valued and respected.
- A commitment to employee retention and investment is communicated and exists.
- Individual participation is encouraged and valued.
- Ideas are solicited and valued.
- Chances for advancement are available (if individual is interested).
- Management is open and empathetic to personal/family/cultural needs.
- Company/management and individual core values shared.

**Attribute #3: Knowledge and Interaction is Provided and Assured:**

Successful Characteristics:

- Individual job knowledge is provided and assured.
- Individual learning/self-improvement opportunities are provided (including English).
- Company status and company information is regularly provided to employees.
- Regular management workplace interaction is assured.

**Attribute #4: The Workplace Environment is Empowering:**

Successful Characteristics:

- Workplace is free of discrimination, fear, and work environment hostility.
- A strong sense of individual belonging to a team and to the company exists.
- All feel that individual contribution helps the company succeed.

**ATTACHMENT F**  
**Exemplary Attributes of Culturally Integrated Companies**  
*An Advanced Company Model*  
CIAC - 2002

*In addition to the successful Attributes and Characteristics of a Culturally Integrated Company, those Companies excelling in Cultural Integration also include many or all of the following Advanced work environment Concepts:*

**Attribute #1: The Management-led Company Culture is Open to Ethnicity:**

Advanced Characteristics:

- All ethnic cultures and events are celebrated.
- Benefits are tailored to meet cultural differences (e.g.: extended family).
- Holiday flexibility is provided to meet cultural differences (e.g.: Chinese New Year).
- Objective CI measures and improvement goals are include in strategic planning.

**Attribute #2: All Individuals are Valued:**

Successful Characteristics:

- Company encourages and participates in ethnic community efforts.

**Attribute #3: Knowledge and Interaction is Provided and Assured:**

Successful Characteristics:

- Skills are quantified and improvement is measured (including English).
- Programs for increasing different language skills in management exist.
- Learning opportunities are extended to employee families.
- Learning opportunities include many school-taught skills and community/life skill/country subjects

**Attribute #4: The Workplace Environment is Empowering:**

Successful Characteristics:

- Team integration is practiced not team segregation by ethnic commonalties.

**ATTACHMENT G  
COVER SHEET**

**This must be filled out by the proposer:**

<p><b>Legal Name:</b></p> <p><b>Address: ( City, County, and Zip Code):</b></p> <p><b>Contact Name:</b></p> <p><b>Phone Number:</b></p> <p><b>Email:</b></p> <p><b>Fax:</b></p> <p><b>Federal Tax ID:</b></p> <p><b>Identify Type of Entity:</b></p>	
<p><i>To the best of my knowledge and belief, all data in this application are true and correct.</i></p> <p><b>Name (print or type):</b></p> <p><b>Title:</b></p> <p><b>Signature:</b></p> <p><b>Date</b></p>	
<p><b><u>To be completed by DWS</u></b></p>	
<p><b>Postmark Date:</b></p>	<p><b>Date/Time Received:</b></p>

**BUDGET WORKSHEET - Attachment “H”**

Direct Costs Staff & Benefits		\$
Indirect Costs		\$
Administrative Costs		\$
Travel		\$
Communication		\$
Supplies		\$
<b>TOTAL</b>		

## Employers Cultural Integration Survey 2002 Written Comments

**Q. 11 "What are the 1 or 2 most important concerns that you could identify in your workplace regarding cultural integration"?**

1. Communication dealing with safety
1. Concerned with vandalism to property, not employees
1. Difficulty communicating
1. Difficulty communicating
1. Difficulty communicating
1. Employees need to be able to communicate better
1. Employees need to be able to communicate with clients well.
1. Employees not taking advantage of English programs and classes
1. Employers try too hard to accommodate employees who don't speak English
1. Have a hard time communicating with Spanish speaking customers
1. Invalid Social Security numbers
1. Lack of communication and comprehension
1. Language barriers
1. Language barriers
1. Language barriers
1. Language barriers
1. Language barriers
1. Need more employees who speak Spanish and other languages
1. Non-English speaking employees are at a disadvantage
1. Non-English speaking employees have a hard time advancing
1. Not able to communicate with cleaning staff
1. Not enough resources to train workers who don't comprehend English
1. People from other cultures do not understand benefits and Social Security issues
1. Says this survey is foolish and that people need to know English (?)
1. Segregation among certain cultures
1. Small businesses cannot accommodate people who don't speak English
1. Some problems/ Do not know how to solve them
1. Spanish speaking employees are sent out to get lunch and don't come back with the right orders.
1. Spanish speaking employees give incorrect Social Sec. Number/ Employers need to be safe guarded.
1. Too many non-English speaking people apply for low end labor jobs.
1. Training Spanish employees is hard
1. Workers need to speak English
1. Would like to able to learn more Spanish
1. Would like to see more diversity in the workplace
2. Attitudes about education
2. Illegal immigrants
2. Many misunderstandings
2. Some employees want to leave early for Christmas break
3. Immigrants resent coming here because it has not lived up to their expectations
3. Problems with explaining benefits
Don't have any.
Everything they do is published in Spanish and English.
Foreigners need to learn English to succeed in the workforce. There are many programs that they can take advantage of this opportunity.
Having the skill level to do the job.



**EMPLOYER  
CULTURAL INTEGRATION  
SURVEY  
2002**

Utah Department of Workforce Services

# The Survey

- The survey was conducted between Sept. 18 and Oct. 9, 2002.
- The survey was based upon a random sample of 1,003 Utah employers. An attempt was made to contact each of these employers by phone.
- Two contact lists were used, which included employers who use DWS and employers who do not.
- The survey consisted of 11 questions and took about 5 minutes to complete.

# Response Rate

- Staffing limitations and a tight schedule did not allow time for call backs.
- We were unable to contact 490 of the employers (almost 50%), because of out-of-state, no or wrong phone number, busy signal, voice mail, etc.
- Of the 513 who answered the phone, 273 were unavailable to complete the survey (out of the office, at lunch, in a meeting, no time to respond, call back later, etc.)
- A total of 153 employers completed the survey with valid data. (30% of the 513 contacted)
- Only 16 employers who were contacted refused to respond to the survey. (3% of the 513 contacted)

# Surveyed Firm Sizes by Number of Employees

## # employees

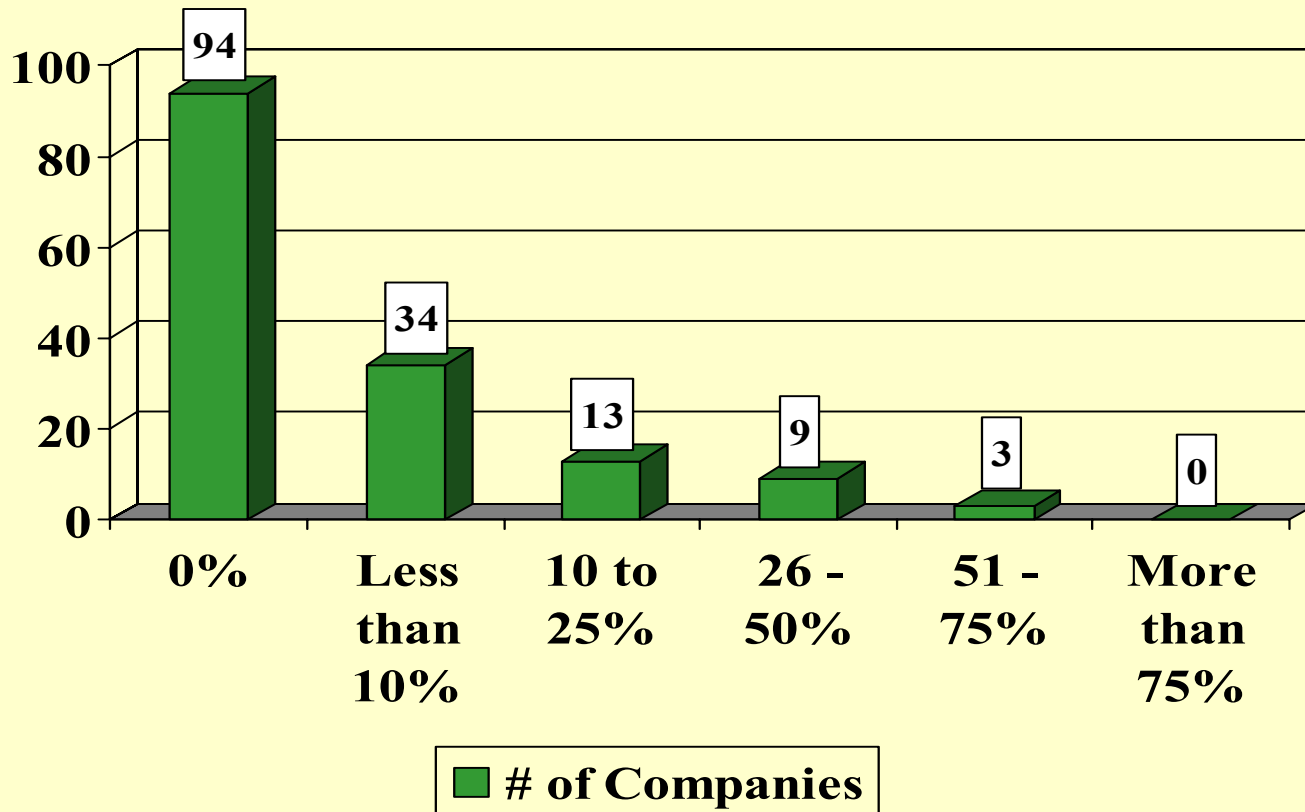
## # firms surveyed

- |                           |     |
|---------------------------|-----|
| • Less than 100 employees | 131 |
| • 100 – 200 employees     | 18  |
| • 200 – 500 employees     | 1   |
| • More than 500 employees | 3   |

# Industry Classification of Surveyed Firms

# Surveyed	Industry Classification
5	Natural Resources, Mining
11	Construction
31	Manufacturing
19	Trade, Transportation, Utilities
10	Financial Activities
8	Information
20	Professional or Business Services
2	Education, Health Services
3	Leisure, Hospitality
43	Other Services
1	Public Administration

# Percent of Employees with Non-English Primary Language



- 61% (94) of surveyed companies had **all** employees with English as their primary language.
- 39% (59) of surveyed companies had employees with a non-English primary language.

# Number of Non-English Primary Languages Spoken in Firms

# of Languages	# of Firms
1	44
2	12
3	3
4	4
5	0
6	1

Note: The Total # of Firms is inconsistent with the previous slide.

# Lack of English Proficiency

## Impact on Business\*

	No Impact	Minor Impact	Some Impact	Major Impact
<b>Quality</b>	35%	23%	27%	15%
<b>Production</b>	37%	25%	22%	17%
<b>Customer Service</b>	40%	15%	13%	<b>32%</b>
<b>Attendance</b>	<b>62%</b>	17%	13%	8%
<b>Turnover</b>	<b>58%</b>	22%	13%	7%
<b>Technical Capability</b>	32%	7%	37%	<b>25%</b>
<b>Benefits</b>	<b>63%</b>	10%	17%	10%
<b>Training</b>	35%	8%	32%	<b>25%</b>
<b>Ability to Advance</b>	38%	17%	33%	12%
<b>Safety</b>	37%	15%	24%	<b>24%</b>

\* Only businesses with Non-English primary language employees.



# Solutions Tried by # of Companies\*

	<b>No Improvement</b>	<b>Minor Improvement</b>	<b>Major Improvement</b>
<b>On-site English instruction</b>	1	3	4
<b>Off-site English instruction</b>	2	5	2
<b>Pooling ethnic groups into teams</b>	2	11	5
<b>Using consultants</b>	1	5	5
<b>Establishing English as the company language</b>	2	11	2
<b>Hiring only one ethnic group</b>	3	3	
<b>Preferential hiring of English speakers</b>	2	7	
<b>Discussions with other employees</b>	2	13	2
<b>Nothing</b>		3	1

\* Only businesses with Non-English primary language employees.

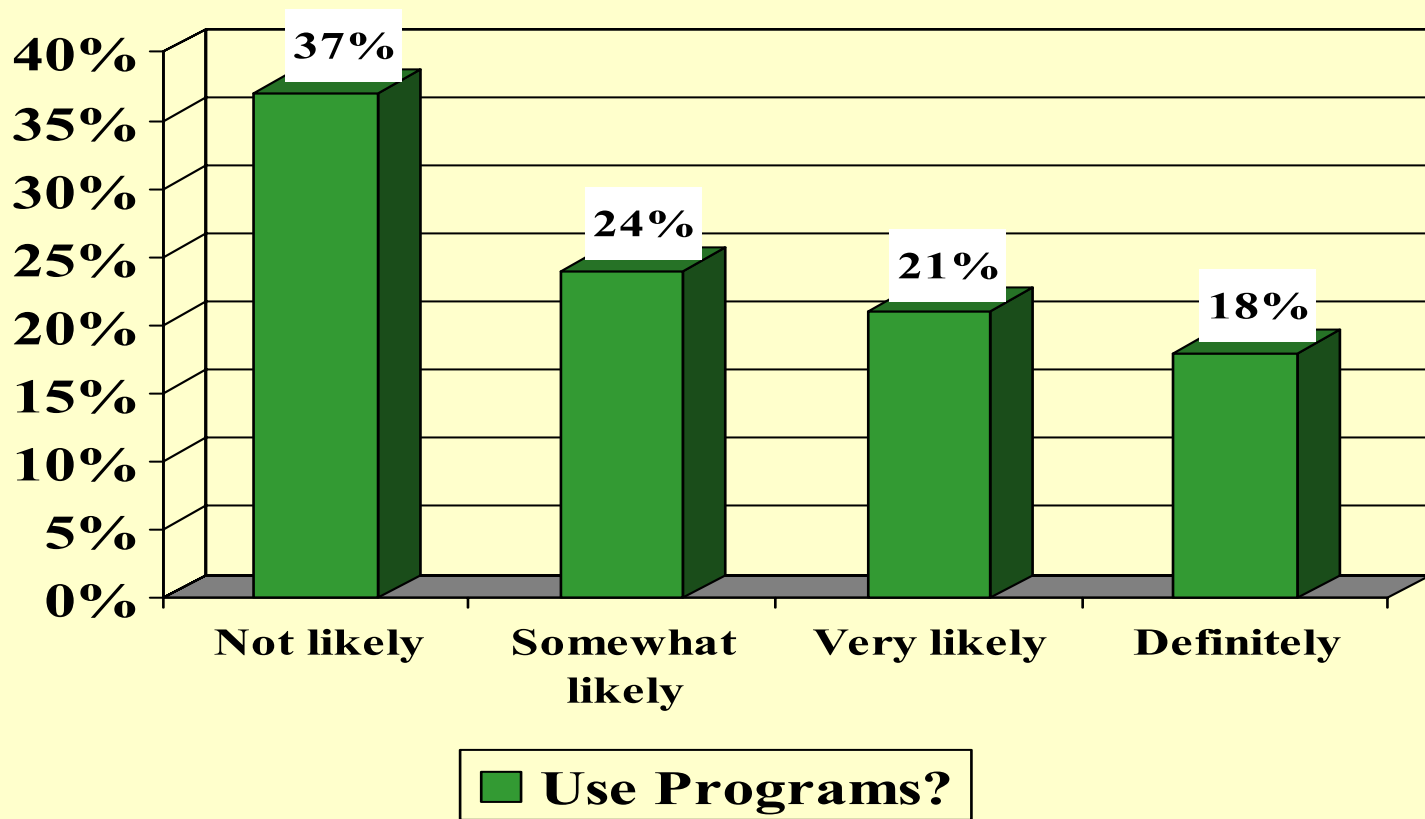
**“Has your company made any efforts of increase appreciation among employees for the different cultures that exist in your workplace?”**

Yes	No
58%	42%

**“To what extent is your  
workforce segregated by ethnic  
or cultural diversity?”**

Not at all	Somewhat	Quite a bit	A lot
73%	24%	3%	0%

# Would you take advantage of programs to solve business problems associated with different ethnic cultures?



**ELIGIBILITY CRITERIA TABLE OF FEDERAL POVERTY LEVEL 200%**  
**ATTACHMENT L**

Household Size	Gross Test – 200% of Poverty Level – Monthly
2	1935
3	2440
4	2942
5	3446
6	3950
7	4452
8	4956
9	5460
10	5962
11	6464
12	6966
13	7468
14	7970
15	8472
16	8974

1. Eligible families must be citizens or legal aliens residing in Utah.
2. Eligible families must include a dependent child under the age of 18
3. Eligible families whose gross income does not exceed **200%** of the federal poverty guideline. Countable income includes all income belonging to the family filing unit.
4. Eligible families are categorically eligible if they are currently receiving services from the following programs and have at least a dependent child under the age of 18: UDH, WIA Tier Two or Three, TANF non-FEP training, any Medicaid program, including CHIP, Food Stamps, Child Care, Refugee, WIC
5. Eligibility determination will occur every 12 months.

**Section 1:** Household information.

There must be a dependent child under age 18 living in the home.

Head of Household Name	Social Security Number
Employed?   '   Yes   '   No	
Spouse Name	Social Security Number
Employed?   '   Yes   '   No	
Dependent Child Name	Social Security Number
Dependent Child Name	Social Security Number
Dependent Child Name	Social Security Number

**Section 2:** Mark all services customer is receiving. If any of these services are marked, the family meets the Categorical Eligibility requirement. If no services are marked move to Section 3.

CHIP	'	UDH	'
Any Medicaid Program	'	Food Stamps	'
FEP	'	Child Care	'
WIA	'	Refugee	'
TANF Non-FEP training	'	WIC	'

### Section 3: Income Guidelines

Does the family meet 200% of Poverty Income Guideline for their household size?  
(Refer to the Eligibility Income Table, 200% is the same as CHIP Plan B)

'      Yes      '      No

Monthly Gross Income \$ \_\_\_\_\_  
(There is no excludable income)

*Note:* Use prior month gross income if reflective of future income (no disregards allowed).

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Employment Counselor Name

Date \_\_\_\_\_